

**FILED**

2020 DEC 01

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION**

CLERK, U.S. DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
BY: CJ  
DEPUTY

BRIAN COLLISTER,

Plaintiff,

V.

Civil Action No. \_\_\_\_\_

1:20-CV-1180-LY

American Arbitration Association,  
KXAN-TV, Eric Lassberg, Chad Cross,  
Nexstar Media Group, Inc., Terri Bush  
Jackson Lewis P.C., William L. Davis

Defendants. )

## COMPLAINT

## Nature of the Case

By this Complaint, BRIAN COLLISTER seeks declaratory relief, as set forth below, to resist arbitration pursuant to the Federal Arbitration Act, 9 USC.

## The Parties

1. Plaintiff BRIAN COLLISTER is an individual residing at 295 Desert Willow Way Austin, Texas 78737.
2. Defendant American Arbitration Association is a nonprofit corporation at 120 Broadway, 21st Floor New York, NY 10271
3. Defendant KXAN-TV is a Texas based corporation at 908 W Martin Luther King Jr Blvd, Austin, TX 78701
4. Defendant Eric Lassberg is an individual who can be served at 908 W Martin Luther King Jr Blvd, Austin, TX 78701
5. Defendant Chad Cross – is an individual who can be served at 908 W Martin Luther King Jr Blvd, Austin, TX 78701
6. Defendant Nexstar Media Group is a Texas based corporation with corporate offices at 545 E John Carpenter Freeway Suite 700 Irving, TX 75062
7. Defendant Terri Bush is an individual who can be served at 545 E John Carpenter Freeway Suite 700 Irving, TX 75062

8. Defendant Jackson Lewis P.C. is a New York based P.C. with headquarters at 1133 Westchester Avenue Suite S125 West Harrison, NY 10604

9. Defendant William L. Davis is an individual who can be served at 500 N Akard St #2500, Dallas, TX 75201

### **Jurisdiction and Venue**

10. This Court has jurisdiction pursuant to Federal Arbitration Act, 9 USC.

11. Venue is proper in the Western District of Texas under 28 U.S.C. §1391(b)(1) because the Plaintiff Brian Collister is an individual that is deemed to reside in this District pursuant to 28 U.S.C. §1391(c). Venue is also proper in the Western District of Texas pursuant to 28 U.S.C. §1391(b)(2) because a substantial part of the events giving rise to this action occurred in this District.

### **Facts**

5. The plaintiff is an investigative journalist and was employed at KXAN-TV until unlawfully terminated by KXAN TV and Nexstar in January 2018.

6. Pursuant to the “boiler plate” arbitration clause drafted by “Deathstar” employee Terri Bush, and required in all company employment contracts, plaintiff is currently engaged in arbitration case # No. 01-19-0002-8655 involving claims defendant submitted. These claims have been reviewed and accepted for administration by American Arbitration Association. AAA was selected by Nexstar Media Group, Inc. to administer all its employee related disputes in arbitration pursuant to AAA’s employment arbitration rules.

### **Count I**

#### **(Fraud)**

13. Defendants KXAN-TV, Eric Lassberg, Chad Cross, Nexstar and Terri Bush fraudulently failed to disclose and misrepresented the unconscionable procedural inequities in its arbitration provision and arbitral process. This has allowed the defendants to exercise substantially unfair bargaining power based on its knowledge of the arbitration industry to create an arbitration provision and procedure that only benefits KXAN-TV and Nexstar.

**Count II**

**(Breach of Contract)**

18. Defendants KXAN and Nexstar breached the arbitration clause they created, and force upon all employees, by insuring AAA's employment arbitration rules are not followed. Specifically, making sure the due process rights of employees outlined in the AAA rules are not made available to defendant.

**Count III**

**(Interference with Rights under Americans with Disabilities Act)**

19. Defendants Jackson Lewis P.C. and William L. Davis used the unconscionable arbitration provision and process to interfere with plaintiff's rights under the Americans with Disabilities Act. Specifically, defendant Davis instructed KXAN/Nexstar not to disclose to plaintiff the fact they stated to Davis they believed defendant was "faking" his disability covered under the ADA.

**Count IV**

**(Texas Deceptive Trade Practices Act)**

18. American Arbitration Association has engaged in false, misleading, and deceptive acts through its website, promotional and public outreach materials that plaintiff relied on to plaintiff's detriment. Specifically, AAA misleads consumers, like the defendant, into believing it holds arbitrators to the "highest standards" when in fact it does not. Specifically, AAA states every arbitrator must take an annual continuing education course approved by AAA. The current arbitrator in arbitration case # No. 01-19-0002-8655 has not met those very standards. In fact, the majority of arbitrators presented for possible selection for this arbitration also do not meet the requirement claims they are required to meet.

WHEREFORE, the plaintiff requests that the Court enter judgment:

- a. Stopping further administration of arbitration case # No. 01-19-0002-8655;
- b. Declaring the arbitration clause contained within plaintiff's employment contract with KXAN-TV/Nexstar is procedurally and substantively unconscionable, void and unenforceable;
- b. Declaring that the plaintiff can only effectively vindicate his rights by pursuing his claims in court;
- c. Awarding plaintiff his economic damages/losses, costs and attorney's fees; and
- d. Providing all such other and further relief as the Court deems just and proper.

**Request for Jury Trial**

Plaintiff requests a jury trial on all issues triable by a jury.

Respectfully submitted,

BRIAN COLLISTER



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Brian Collister  
Plaintiff  
295 Desert Willow Way  
Austin, Texas 78737  
brian@investigativenetwork.org  
(512) 808-8217

Date: November 30, 2020

**Attachment 11 - Certificate of Service**

**CERTIFICATE OF SERVICE**

I, Brian Collister, Plaintiff pro se,  
do here by certify that on the 30th Day of November, 2020, a  
true and correct copy of the foregoing pleading was forwarded to  
(Defendants) by regular mail and email at the following address:

Defendant American Arbitration Association is a nonprofit corporation at 120  
Broadway, 21st Floor New York, NY 10271 [carbones@adr.org](mailto:carbones@adr.org) [ccotrophia@millsshirley.com](mailto:ccotrophia@millsshirley.com)  
[prosemanager4@adr.org](mailto:prosemanager4@adr.org) [employmentfiling@adr.org](mailto:employmentfiling@adr.org)

Defendant KXAN-TV is a Texas based corporation at 908 W Martin Luther King Jr  
Blvd, Austin, TX 78701 [eric.lassberg@kxan.com](mailto:eric.lassberg@kxan.com)

Defendant Eric Lassberg is an individual who can be served at 908 W Martin Luther  
King Jr Blvd, Austin, TX 78701 [eric.lassberg@kxan.com](mailto:eric.lassberg@kxan.com)

Defendant Chad Cross – is an individual who can be served at 908 W Martin Luther  
King Jr Blvd, Austin, TX 78701 [chad.cross@kxan.com](mailto:chad.cross@kxan.com)

Defendant Nexstar Media Group is a Texas based corporation with corporate offices  
at 545 E John Carpenter Freeway Suite 700 Irving, TX 75062 [psook@nexstar.tv](mailto:psook@nexstar.tv)  
[eryder@nexstar.tv](mailto:eryder@nexstar.tv)

Defendant Terri Bush is an individual who can be served at 545 E John Carpenter  
Freeway Suite 700 Irving, TX 75062 [tlbush@nexstar.tv](mailto:tlbush@nexstar.tv)

Defendant Jackson Lewis P.C. is a New York based P.C. with headquarters at 1133  
Westchester Avenue Suite S125 West Harrison, NY 10604 [stuart.kay@jacksonlewis.com](mailto:stuart.kay@jacksonlewis.com)  
[kevin.lauri@jacksonlewis.com](mailto:kevin.lauri@jacksonlewis.com) [william.anthony@jacksonlewis.com](mailto:william.anthony@jacksonlewis.com)

Defendant William L. Davis is an individual who can be served at 500 N Akard St  
#2500, Dallas, TX 75201 [william.davis@jacksonlewis.com](mailto:william.davis@jacksonlewis.com)

Dated: 11/30/2020

*Brian Collister*

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Signature of Plaintiff

Rev. Ed. October 26, 2017

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*Printed name*